

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 21

County of Boone

} ca.

In the County Commission of said county, on the

3rd

day of

June

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Purchasing Departments request to use contract CC201981001 – Law Enforcement Safety Equipment/Gear and Supplies, established by the State of Missouri Office of Administration with Galls LLC of Lexington, Kentucky as a cooperative contract.

The contract period runs June 01, 2021 through April 30, 2022. There are two (1) one-year renewal options available.

This is a Countywide Term and Supply contract.

Done this 3rd day of June 2021,

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer



613 E. Ash St, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: June 01, 2021  
RE: Cooperative Contract CC201981001 – Law Enforcement Safety Equipment/Gear and Supplies

Purchasing requests permission to use contract CC201981001 – Law Enforcement Safety Equipment/Gear and Supplies established by the State of Missouri Office of Administration with Galls LLC of Lexington, Kentucky as a cooperative contract. This contract is the second of four that the County wishes to use for Law Enforcement Safety Equipment/Gear and Supplies that will be set up as a Countywide Term and Supply contract, but will be primarily used by the Sheriff's Office and the Office of Emergency Management. A wide variety of equipment and gear is available. The contract with Galls LLC provides Apparel Outerwear and Restraint Gear.

The contract period runs June 01, 2021 through April 30, 2022. There are two (1) one-year renewal options available.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT**  
for  
**LAW ENFORCEMENT SAFETY EQUIPMENT/GEAR AND SUPPLIES**

**THIS AGREEMENT** dated the 3rd day of June 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Galls, LLC**, herein "Vendor."

**IN CONSIDERATION** of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Law Enforcement Safety Equipment/Gear and Supplies** in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract CC201981001** and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract CC201981001, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Law Enforcement Safety Equipment/Gear and Supplies consistent with the award terms of contract CC201981001:

**Market Basket: CATEGORY 1, APPAREL OUTERWEAR – Uniforms, Uniform Accessories and Footwear line items 10-16:**

<u>Line Item</u>	<u>Item Description</u>	<u>Current MSRP</u>	<u>Contract Discount</u>	<u>After Discount Price - Charge to County</u>
10	Men's 4-Pocket Wool Pants: Flying Cross/Fechheimer Model 47280	\$119.50	30%	\$83.65
11	Women's 4-Pocket Wool Pants: Flying Cross/Fechheimer Model 47280w	\$119.50	30%	\$83.65
12	Men's Short Sleeve Shirt, 100% Polyester Flying Cross Style #85R78Z	\$64.00	30%	\$44.80
13	Women's Short Sleeve Shirt, 100% Polyester Flying Cross Style #176R78	\$58.00	30%	\$40.60

14	Shield Duty Jacket Elbeco SH3209	\$284.40	30%	\$199.08
15	Shield Performance Soft Shell Elbeco SH3509	\$169.30	30%	\$118.51
16	Boonie Hat Rothco 52555	\$17.99	30%	\$12.59
<b>All other items in the Apparel Outerwear Category receive a 30% Discount off current MSRP/list price</b>				

**Market Basket: CATEGORY 6, RESTRAINT GEAR – Handcuffs, Disposable Restraints, Leg Iron Restraints, etc. - line items 45-47:**

<u>Line Item</u>	<u>Item Description</u>	<u>Current MSRP</u>	<u>Contract Discount</u>	<u>After Discount Price - Charge to County</u>
45	Handcuffs – Peerless M801C	\$53.10	30%	\$37.17
46	Double Plastic Cuffs: Monadnock/Safariland 1112279 (100 pack)	\$206.00	30%	\$144.20
47	Flex-Cuff: Monadnock/Safariland (10 pack)	\$14.40	30%	\$10.08
<b>All other items in the Restraint Gear category receive a 30% Discount off current MSRP/list price</b>				

3. **Contract Period** - The contract period shall start **June 01, 2021 through April 30, 2022** with two (1) one-year options available to renew the contract.

4. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.

5. **Delivery** - Delivery shall be to the ordering Boone County office/department in the time frame noted below, after receipt of order (ARO):

In-Stock Item Delivery	5-7 workdays ARO
Out-of-Stock delivery	30 workdays ARO
Emergency Delivery (In-Stock Item)	1-5 workdays ARO
Emergency Delivery (Out-of-Stock Item)	1-30 workdays ARO

6. **Restocking Fee** – No restocking fee shall be charged.

7. **Warranty** – All standard manufacturer warranties shall be provided and shall commence upon acceptance of the item by the County.

8. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County office/department to the address provided at the time of order. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

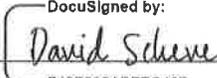
9. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

10. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**GALLS LLC**

by  \_\_\_\_\_  
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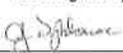
title CFO \_\_\_\_\_

**BOONE COUNTY, MISSOURI**

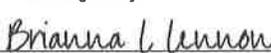
by: Boone County Commission

 \_\_\_\_\_  
Presiding Commissioner

**APPROVED AS TO FORM:**

 \_\_\_\_\_  
County Counselor

**ATTEST:**

 \_\_\_\_\_  
County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Countywide -Term &Supply

DocuSigned by:

5/27/2021

Signature C847D...

Date

Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Updated 8/19/20*

240-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

June Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 3rd day of June 20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Road & Bridge Department's request to utilize the MODOT Cooperative Contract 60521CO530 - Dump Trucks to purchase one (1) 2022 Freightliner 114SD from Premier Truck Group of Columbia, MO.

The Commission also approves the Purchasing Department's request to dispose of the following surplus by sale:

1996 International 2574 Road Tractor  
Fixed asset tag 10398

Done this 3rd day of June 2021.

ATTEST:



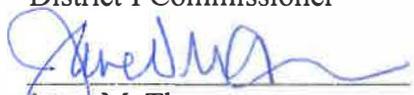
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: June 3, 2021  
RE: Cooperative Contract: MODOT Contract 60521CO0530 – Dump Trucks

Road & Bridge requests permission to utilize the MODOT cooperative contract *60521CO530 – Dump Trucks* to purchase one (1) 2022 Freightliner 114SD from Premier Truck Group of Columbia, MO.

Cost of the purchase is \$112,772.02 and will be paid from department 2040 – RB Road Maintenance and account 92400 – Replacement Autos/Trucks.

This is a replacement purchase and the 2021 budgeted amount was \$115,000.00.  
Estimated sale value is \$15,000.00.

The Purchasing department requests permission to dispose of the following surplus by sale:

1996 International 2574 Road Tractor  
**Fixed asset tag 10398**

cc: Greg Edington, RB  
Contract File

CAPITAL

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

*Complete, sign, and return to Auditor's Office*

**RECEIVED**  
**MAY 20 2021**  
**BOONE COUNTY**  
**AUDITOR**

Date: 01/05/2021

Fixed Asset Tag Number: 10398

Description of Asset: 1996 International 2574 6x4 Tandem Axle Road Tractor

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): VIN:1HSGGAER1TH302935

Condition of Asset: Fair

Reason for Disposition: Scheduled life cycle replacement.

Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature *[Handwritten Signature]*

To be Completed by: AUDITOR

Original Acquisition Date 12-26-95

G/L Account for Proceeds 2040-3835 NA

Original Acquisition Amount \$62,395.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 240-2021

Date Approved 10.3.2021

Signature *[Handwritten Signature]*

**PURCHASE AGREEMENT  
FOR  
2022 Freightliner 114SD Road Tractor**

**THIS AGREEMENT** dated the 3<sup>rd</sup> day of June 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **PTG Missouri, LLC dba Columbia Freightliner Sales** herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) 2022 Freightliner 114SD Road Tractor in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **60521CO0530**, Quote Dated January 23, 2021 by Columbia Freightliner Sales from Mike Talleur, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **60521CO0530** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

**2. Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **one (1)** of the following:

		<u><b>Unit Cost</b></u>
2022 Freightliner 114SD	1	\$100,138.00
Boone County Spec Road Tractor Extended Warranty 5YR/200,000 Mile Engine Allison Transmission Warranty Towing 5YR Unlimited Mile Warranty	1	\$ 5,351.00
Cab Protector	1	\$ 1,704.00
Henderson Wet Kit Installation for Low Boy Trailer	1	\$ 5,579.02
<b>GRAND TOTAL</b>		<b>\$112,772.02</b>

**3. Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents. Vehicle should be delivered to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road South, Columbia, MO 65201. Phone: (573) 449-8515.

**4. Title** – Title in the name of: Boone County Road & Bridge. Address: 5551 Tom Bass Rd., Columbia, MO 65201.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department, 5551 Tom Bass Rd., Columbia, MO 65201 and billings may only include the prices listed in the vendor's quote response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

**7. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**PREMIER TRUCK GROUP MISSOURI**

DocuSigned by:  
By Mike Talleur  
95A3C84C3DAD404...

Title SALESMAN

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

DocuSigned by:  
Daniel K. Atwill  
81D49E0545F8  
Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
7071DEA4E9D74DD  
County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L. Lennon  
C7D287E742BF6818C  
County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
[Signature]  
Signature DB184244D...

5/27/2021

2040 - 92400 - \$112,772.02

Date

Appropriation Account

241 -2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

3rd

day of

June

20

21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with USCOC of Greater Missouri for First Amendment to Tower and Ground Space License Agreement (License Site: Scott Blvd/350310).

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 3rd day of June 2021.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**FIRST AMENDMENT TO TOWER AND GROUND SPACE LICENSE AGREEMENT**

This First Amendment to Tower and Ground Space License Agreement ("First Amendment") made the **18<sup>TH</sup>** day of **JUNE**, 2021, is by and between **USCOC of Greater Missouri, LLC**, a Delaware limited liability company, with an address of, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Licensor"), and **County of Boone, Missouri**, a municipal corporation, as successor in interest to City of Columbia, Missouri ("Licensee").

WHEREAS, Licensor and Licensee (or their respective predecessors-in-interest) entered into that certain Tower and Ground Space License Agreement dated January 13, 2012 (the "License Agreement"); and

WHEREAS, the License Agreement is slated to expire and both parties have determined that the Lease needs to be amended to extend the term of the License Agreement;

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the License Agreement is now modified as follows:

- I. Effective upon full execution of this Amendment, License Agreement Section 3, Duration, is hereby amended only to the extent that the number of additional terms of one (1) year each are increased from nine (9) to nineteen (19) additional terms of one (1) year each. All other terms in the Section remain unchanged.
- II. Each party agrees that the execution and delivery of this First Amendment by facsimile or electronic signature shall be legal and binding and shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or electronic signature as evidence of the execution.
- III. In all other respects the License Agreement is hereby ratified and affirmed without change.

*[SIGNATURES FOLLOW]*

Licensor Site: Scott Blvd/350310

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment as of the day and year first above written.

**LICENSOR:**

**USCOC of Greater Missouri, LLC**

By: Denise Lintz

Name: Denise Lintz

Title: Vice President

Date: 6/18/2021

**LICENSEE:**

**County of Boone, Missouri**

By: Daniel K. Atwell

Name: Daniel K. Atwell

Title: Presiding Commissioner

Date: 6.3.2021

<p>APPROVED AS TO LEGAL FORM <i>of Boone, Co. Missouri</i></p> <p>DATE: <u>5/25/21</u></p>
--

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

For June Pitchford 5/26/21  
Auditor Date

**ACKNOWLEDGEMENTS**

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Denise Lintz-Lutz, Vice President of USCOC of Greater Missouri, LLC, a Delaware limited liability company, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Tower and Ground Space License Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said License Agreement as his free and voluntary act on behalf of the named Licensor, for the uses and purposes therein stated.

Given under my hand and seal this 18<sup>th</sup> day of June, 2021.



Ellen M Groh

Notary Public

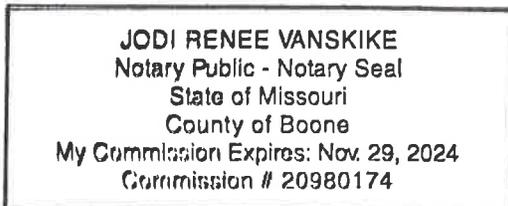
My commission expires 1/22/2025

STATE OF Missouri )

COUNTY OF Boone )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Daniel K Atwell, PC, of County of Boone, Missouri, a municipal corporation, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Tower and Ground Space License Agreement, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he signed the said License Agreement as his free and voluntary act on behalf of the named Licensee, for the uses and purposes therein stated.

Given under my hand and seal this 3<sup>rd</sup> day of June, 2021.



Jodi Renee Vanskike

Notary Public

My commission expires 11.29.2024

COPY

2012  
Agreement

## TOWER AND GROUND SPACE LICENSE AGREEMENT

This Tower and Ground Space License Agreement ("License Agreement") is made and entered into the 30 day of February, 2011, by and between USCOC Of Greater Missouri, LLC, a Delaware limited liability company, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 (hereinafter referred to as "Licensor") and City of Columbia, MO a municipal corporation. (hereinafter referred to as "Licensee").

WHEREAS, Licensor has a leasehold interest in certain real property located in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 4, Township 47 North, Range 13 West in Boone County, Missouri, at coordinates 38.8975 North, -92.3997 West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Licensee's antennas, cabling and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space"), collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Licensed Space", for Licensee's cellular common carrier mobile radio telephone base station.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the Tower Space with one (1) Andrew/ DB-224 type antenna, with one (1) run of 7/8" coax, at a radiation center height of one hundred seventy (170) feet above ground level, and one (1) RadioWaves 2' Microwave type antenna with one (1) run of 5/8" coax, at a radiation center height of one hundred and thirty five (135) feet above ground level more particularly described in Exhibit B, oriented in such directions as shall be in accordance with Licensee's needs, subject to existing attached devices of other users;

(b) Occupy a 10' x 16' area of ground space adjacent to the Tower with Licensee's cellular common carrier mobile radio telephone base station transceiver and associated equipment upon a poured concrete foundation, as shown in attached Exhibit C. Licensee's cabinet, transmission lines, radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio

transmitting and receiving antennas and supporting equipment and structures thereto, shall be collectively referred to as "Licensee's Equipment."

(c) Extend and connect lines for signal carriage and amplifier power between Licensee's antennas upon the Tower and Licensee's Equipment upon the ground;

(d) Extend and connect utility lines and related infrastructure between Licensee's Equipment and suitable utility company service connection points;

(e) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein; and

(f) Licensor's right of access to the Site is an easement granted in the underlying Prime Lease between Licensor and the owner of the Site. Licensee has read this underlying Prime Lease agreement and is satisfied with the easement rights Licensor is able to grant to Licensee. Licensor makes no representations regarding rights to access the Site.

## 2. Improvements and Purpose.

(a) Use. Licensee shall be permitted to use the Site and the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's Equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.

(b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used at the leased Site. Licensee shall not install any equipment or commence any work on the Tower or Site until Licensor approves, in writing, Licensee's site plan, plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not

approve Licensee's site plan, plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower or the Site.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the portion of the Tower structure for which Licensee has been granted a license and the portion of the Site for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's Equipment or other portions of the Tower or the Site.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the tower and the Site shall be performed on dates and at times and within time frames approved by Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this License Agreement shall be one (1) year, commencing on the earlier of installation or July 1, 2011 and expiring on June 30, 2012. Thereafter, provided that it has faithfully performed its obligations under this License Agreement, Licensee shall have the option to extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for nine (9) additional terms of one (1) year each. This License Agreement shall automatically renew unless Licensee shall notify Licensor, in writing, of Licensee's intention not to renew this License Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. License Fee. Licensee shall pay to Licensor as a License Fee pursuant to this License Agreement in the basic amount of two hundred and 00/100 Dollars (\$200.00) per month which amount shall be due on the first (1st) day of each month. Payments not received by the tenth day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (5%) per month until paid. Annually, on the first (1st) day of June, 2012 and every year thereafter for the duration of this License Agreement, the amount of the monthly License Fee which Licensee shall pay to Licensor shall be increased by an amount equal to three percent (3%) of the License Fee in effect during the previous year. Until further notice, checks should be made payable to USCOC Of Greater Missouri, LLC and mailed to c/o U. S. Cellular, P.O. Box 958814, St. Louis, MO 63195. Licensor's FEIN is 36-3623765.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations.

Licensor agrees to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Site; provided, however, if Licensor's personal or real property taxes increase as a result of Licensee's Equipment or any improvements constructed by Licensee on the Site, Licensee shall be responsible for payment of the increase in Licensor's personal and real property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment or the Licensee's use of Licensee's Equipment on or about Tower or the Site.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this License Agreement provided that any alterations, modifications, repairs or replacements to Licensee's

Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Licensor for Licensor's written approval. Licensor shall have the right to approve the plans, specifications and contractor prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, all at Licensee's expense. Licensee shall have twenty-four (24) hour access for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower or Site has occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower or the Site.

9. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Licensee agrees not to allow any use of Licensee's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

11. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

12. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas ("Licensee's Equipment") at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity including the Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensor, within 30 days following receipt of an invoice from Licensor, for reasonable expenses or costs incurred by Licensor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment at the Site.

(d) Licensee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this License Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

15. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$3,000,000 covering personal injury and property damage, completed operations, independent contractors and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding any provision to the contrary in this License Agreement, the terms and conditions of this provision shall control and Licensee represents and warrants that it shall strictly comply with all terms and conditions of this provision.

A. Licensee shall contract with a 3<sup>rd</sup> party or 3<sup>rd</sup> parties (hereinafter referred in the singular or plural, as "Licensee's Vendor", said 3<sup>rd</sup> party(ies) to be designated by Licensor or otherwise approved by Licensor), to install, remove, repair, replace, perform maintenance on, Licensee's Equipment located on the Site, Tower or Premises. Licensee represents and warrants to Licensor that Licensee's Vendor shall fully comply with any and requirements contained in the Agreement, including this provision, apply to Licensee's Vendor.

B. Licensee shall not install, remove, repair, replace, perform maintenance on, any of Licensee's Equipment located on the Site, Tower or Premises. Wherever it is expressly stated or contemplated in the License Agreement that Licensee will be performing any activities pertaining to installing, removing, repairing, replacing, performing maintenance

on, any of Licensee's Equipment located on the Site, Tower or Premises, said activities shall be conducted only by Licensee's Vendor and not by Licensee.

C. Insurance. Prior to performing any work on the Site, Tower or Premises, and for the duration of the License Agreement, Licensee shall ensure that Licensee's Vendor shall have adequate insurance at all times at Licensee's expense (or Licensee Vendor's expense) which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$5,000,000 covering personal injury and property damage, completed operations, Licensee Vendor's independent licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee's Vendor hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee's Vendor shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Licensee's Vendor nor any employee, contractor, subcontractor or agent of Licensee's Vendor shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

D. In the event that Licensor determines, in Licensor's absolute and sole discretion, that Licensee or Licensee's Vendor has failed to comply with this provision, Licensor may, in addition to Licensor's rights regarding Licensee default found paragraph 19 of the Agreement, as well as such rights as may be available to Licensor in equity and in law, immediately terminate the Agreement and remove from the Tower, Site and Premises, at Licensee's expense, Licensee's Equipment.

16. Opportunity to Cure Defaults. If Licensee fails to comply with any provision of this License Agreement which Licensor claims to be a default hereof, Licensor shall serve written notice upon Licensee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Licensee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Licensee makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall be assignable by Licensee, without the necessity of obtaining Licensor's

consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Licensee, provided, however, no such assignment shall relieve Licensee of any obligation under this License Agreement and Licensee and any assignee shall be jointly and severally liable under this License Agreement. Any other assignment of this License Agreement by Licensee shall require Licensor's prior written consent.

18. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

19. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this License Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this License Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this License Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this License Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of the License Fee or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice

thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement without further obligation under this License Agreement other than the removal of Licensee's Equipment.

21. Termination.

(a) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this License Agreement without penalty upon 180 day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements at their original cost and assume Licensor's obligations at the Site. THIS 180 DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE SITE.

(b) Licensee shall have the right to terminate this License Agreement at any time upon thirty days prior written notice by Licensee.

22. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay the License Fee while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

23. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance

hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

24. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

25. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

26. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

28. Modifications. This License Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

29. Severability. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed

not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

30. Authority. The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

31. Environmental.

(a) Definitions. For purposes of this License Agreement, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this License Agreement, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Licensee. Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold Licensor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Lease Premises if caused solely by Licensee or persons acting under the direction and control of Licensee. Licensee shall execute such affidavits, representations and the like from time to time as Licensor may reasonably request concerning Licensee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

(c) Licensor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensor shall indemnify and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Licensee or person acting under the direction and control of Licensee. Licensor shall execute such affidavits, representations and the like from time to time as Licensee may reasonably request concerning Licensor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this License Agreement,

the provisions of this Section will survive the expiration or termination of this License Agreement and either party shall have the right to summarily terminate this License Agreement, without giving notice required under this License Agreement, in the event of default of the other under this Section.

32. Relationship of Agreement to the Prime Lease. The parties acknowledge that Licensor's interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Licensee understands and agrees that this License Agreement is subject to and subordinate to the provisions of the Prime Lease. Licensor and Licensee acknowledge and agree that in the event Licensor's rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this License Agreement shall terminate upon the effective termination date of said Prime Lease. In the event of any conflict in or between the terms and conditions of this License Agreement and the Prime Lease, the parties agree that the terms, provisions and conditions of the Prime Lease shall control. Licensor and Licensee each covenants to comply with the terms and provisions of said Prime Lease and to take such steps as shall be necessary to prevent its actions or those of its employees, agents or contractors from resulting in a breach of said Prime Lease.

33. Applicable law. This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

34. Notices. Any notice, request or demand required or permitted to be given pursuant to this License Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight deliver service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LICENSOR: USCOC of Greater Missouri, LLC  
Attention: Real Estate Department  
8410 West Bryn Mawr Avenue  
Suite 700  
Chicago, Illinois 60631

LICENSEE: City Manager  
City of Columbia, MO  
701 E. Broadway  
Columbia, MO 65205

35. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

36. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this License Agreement.

37. Notice To Proceed With Construction. Licensee agrees to comply with Licensor's Notice to Proceed With Construction (hereinafter "NTP") process which may include, but is not limited to, the payment of any and all required fees to obtain a third party inspection of Licensee's installation prior to the installation of Licensee's Equipment at the Site.

38. Other. The submission of this License Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

**END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW**

**Signature Page**

IN WITNESS WHEREOF, the parties hereto bind themselves to this *Tower and Ground Space License Agreement* as of the day and year first above written.

**LICENSEE**

**CITY OF COLUMBIA, MISSOURI**

By:   
Mike Matthes, City Manager

ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 110-3510-517.44-90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
John Blattel, Director of Finance

**LICENSOR**

**USCOC OF GREATER MISSOURI, LLC**

By:   
Printed: Jeff Hoersch  
Title: Vice President

ACKNOWLEDGEMENTS

STATE OF Missouri )  
 )  
COUNTY OF Boone )

I, the undersigned, a Notary Public in and for the State of Missouri, hereby certify that [name] Mike Mathis, [title] City Manager of the City of Columbia, known to me to be the same person who signed the foregoing "Tower and Ground Space License Agreement," personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act on behalf of said corporation for the uses and purposes therein stated.

Witness my hand and official seal the 21 day of July, 2011.



CAROL A. RHODES  
My Commission Expires  
June 1, 2012  
Boone County  
Commission #00497081

Carol A. Rhodes

Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that Scott Hagan, Vice President of USCOC Of Greater Missouri, LLC, known to me to be the same person who signed the foregoing "Tower and Ground Space License Agreement," personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act of said corporation, for the uses and purposes therein stated.

Witness my hand and official seal the 21 day of July, 2011.



Michele Castillo

Notary Public

EXHIBIT A

Legal Description

Attached Hereto and Incorporated Herein

DESCRIPTION OF 30' ACCESS AND UTILITY EASEMENT:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 13 WEST IN DOONE COUNTY, MISSOURI, SAID TRACT BEING 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

JNE  
JRAL USE)

STARTING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF SECTION 4, S 00°21'55"E, 242.54 FEET TO THE POINT OF BEGINNING; THENCE N 89°38'05"E, 176.23 FEET TO THE END OF THE EASEMENT.

DESCRIPTION FOR LEASE HOLD PARCEL:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 13 WEST IN DOONE COUNTY, MISSOURI, SAID TRACT IS FURTHER DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE S 83°57'00"E, 177.34 FEET; THENCE S 00°21'55"E, 159.72 FEET TO THE POINT OF BEGINNING; THENCE N 89°38'05"E, 100.00 FEET; THENCE S 00°21'55"E, 100.00 FEET; THENCE S 89°38'05"W, 100.00 FEET; THENCE N 00°21'55"W, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET.

**EXHIBIT B**

U S Cellular Tower Co-Location Application Form

Attached Hereto and Incorporated Herein

**US Cellular**  
Tower Co-Location Application Form

Applicant: <u>City of Columbia, MO</u> RF Engineering Contact: <u>David O. Dunford</u> Contact's Phone #: <u>913-288-9561</u> Applicant Site Name: <u>SCO</u> Applicant Site Number: _____	USCC Site Name: <u>Scotts Blvd</u> USCC Site Number: <u>350310</u> Market Name: _____																																								
Latitude (Nad 83): <u>38-53-50.81</u> Longitude (Nad 83): <u>092-23-59.8</u>	Ground Elev. (in feet): <u>771'</u> Tower Height (in feet): <u>Nom 160'</u>																																								
Existing Structure Type: <u>Self Supporting/Lattice</u>																																									
<b>Antenna Configuration</b> ** Note: If site request is for omni configuration, complete Sector 1 only.																																									
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"></th> <th style="width:16.6%;">Sector 1</th> <th style="width:16.6%;">Sector 2</th> <th style="width:16.6%;">Sector 3</th> </tr> </thead> <tbody> <tr> <td>Desired Rad Center (Feet AGL)</td> <td align="center">170</td> <td></td> <td></td> </tr> <tr> <td>Antenna Quantity</td> <td align="center">1</td> <td></td> <td></td> </tr> <tr> <td>Antenna Manufacturer</td> <td>Andrew/D8 Products</td> <td></td> <td></td> </tr> <tr> <td>Antenna Model (Please attach ant. pattern)</td> <td>DB-224</td> <td></td> <td></td> </tr> <tr> <td>Weight (per antenna)</td> <td>38 pounds</td> <td></td> <td></td> </tr> <tr> <td>Antenna Height</td> <td>23' whip mast</td> <td></td> <td></td> </tr> <tr> <td>Antenna Gain (dB)</td> <td>Nominal 6 db</td> <td></td> <td></td> </tr> <tr> <td>Antenna Azimuth</td> <td>OMNI</td> <td></td> <td></td> </tr> <tr> <td>Mechanical Tilt</td> <td>0 Tilt</td> <td></td> <td></td> </tr> </tbody> </table>		Sector 1	Sector 2	Sector 3	Desired Rad Center (Feet AGL)	170			Antenna Quantity	1			Antenna Manufacturer	Andrew/D8 Products			Antenna Model (Please attach ant. pattern)	DB-224			Weight (per antenna)	38 pounds			Antenna Height	23' whip mast			Antenna Gain (dB)	Nominal 6 db			Antenna Azimuth	OMNI			Mechanical Tilt	0 Tilt		
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Antenna Azimuth	OMNI																																								
Mechanical Tilt	0 Tilt																																								
Modulation Type (ie CDMA, TDMA, FM, etc) <u>FM/Receive Only</u> Transmit Frequencies (all) <u>N/A Receive Only Site</u> Receive Frequencies (all) <u>150-160 MHz</u> Total Number of Coax Runs for all Sectors: <u>One (1)</u> Coax Diameter: <u>7/8"</u> Weight of Coax per Run: <u>Nominal 60 pounds</u> Manufacturer of Coax: <u>Andrew LDP5-30A</u> Total Number of Channels Desired for Site: <u>Receive Only</u> Desired ERP (watts/channel): <u>Receive Only</u>  Existing antennas will be taken down and will be replaced with proposed. <u>New Tower</u>																																									
<b>Antennas (microwave)</b> ** Note: If Microwave dish is of grid type, please specify under Diameter.  Desired Radiation Center (Feet AGL): <u>135</u> Antenna Quantity: <u>One (1)</u> Antenna Manufacturer: <u>RadioWaves</u> Diameter: <u>2'</u> Number of Runs of Coax: <u>One (1)</u> Coaxial/Waveguide Diameter: <u>5/8"</u> Weight of Coax per Run: <u>Nominal 25 pounds</u> Manufacturer of Coax: <u>Andrew LDP4-S-30A</u> Transmit Frequency: <u>5.8 GHz</u> Receive Frequency: <u>5.8 GHz</u> Modulation Type: _____ Channel Band Width: _____	<b>Cellular Radio Equipment</b> Manufacturer: _____ Model: _____  <b>Microwave Radio Equipment</b> Manufacturer: <u>Adtran Tracer Series</u> Model: <u>Nom +24dbm output</u>  <b>Shelter Information</b> Concrete Slab Dimensions: <u>10' x 16'</u> Power Requirements: <u>120/240 1 Phase 100Amp</u> Shelter Manufacturer: <u>BIR-Rite, Ashland, MO</u> Shelter Dimensions: <u>10' x 16'</u>																																								

Approval: To be completed by USCC only

Real Estate: \_\_\_\_\_  
 RF Engineer: \_\_\_\_\_  
 PM: \_\_\_\_\_  
 NOM: \_\_\_\_\_  
 DONO: \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

Date: 7/8/2010

Site Name: Scott Boulevard, Columbia, MO

Color:

Latitude: 38-53-30.81

Color: City of Columbia MO

Longitude: 92-23-59.8

Land Mobile

Ant Number	Freq. (MHz)	Trans. Power(W)	Trans. Count	Coax		Other Loss (dB)	Antenna Mfg. Model	Antenna Model	Tower Standoff(ft)	Height(ft)		Antenna Length (ft)	Antenna Gain(dB)	Sector BWdth; Azimuth
				Length (ft)	Type					Rad	Center			
1	150-180MHz	N/A	N/A	200.0	7/8LDF	1.0	Decibel	DB-Z24A	4.0	1.5	170.0	21.0	6.0	Omni
2														
3														
4														
5														
6														
7														
8														
9														

Microwave

Ant Number	Freq. (MHz)	Trans. Power(W)	Trans. Count	Coax		Other Loss (dB)	Antenna Mfg. Model	Antenna Model	Tower Standoff(ft)	Height(ft)		Antenna Length (ft)	Antenna Gain(dB)	3dB BWdth; Azimuth
				Length (ft)	Type					Rad	Center			
Example> 1	5200.0	2.0	1.0	175.0	7/8LDF	3.0	Raytheon	DEC49	5.0	1.0	135.0	4.0	32.0	6.7:45
2														
3														

**Notes:**

1. Freq.(MHz):	The maximum transmitting frequency.	8. Tower Standoff	The distance from the vertical axis of the antenna to the nearest tower surface.
2. Trans. Power:	The maximum transmitting power of 1 radio in Watts	9. Rad Center	The distance in feet from the base of the tower to the bottom of the antennas radiating aperture
3. Trans. Count:	The number of radios on this antenna		
4. Coax Length(ft):	The linear feet of cable from the radio to antenna.		
5. Coax Type:	The size and type of coaxial cable used.		

EXHIBIT C

Site Plan

Attached Hereto and Incorporated Herein

242-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

3rd

day of

June

20 21

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with USCOC of Greater Missouri for First Amendment to Tower and Ground Space License Agreement (License Site: Centralia/350324).

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 3rd day of June 2021.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Jane M. Thompson*

Jane M. Thompson  
District II Commissioner

**FIRST AMENDMENT TO TOWER AND GROUND SPACE LICENSE AGREEMENT**

This First Amendment to Tower and Ground Space License Agreement ("First Amendment") made the 18<sup>TH</sup> day of JUNE, 2021, is by and between **USCOC of Greater Missouri, LLC**, a Delaware limited liability company, with an address of, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Licensor"), and **County of Boone, Missouri**, a municipal corporation, as successor in interest to City of Columbia, Missouri ("Licensee").

WHEREAS, Licensor and Licensee (or their respective predecessors-in-interest) entered into that certain Tower and Ground Space License Agreement dated October 20, 2011 (the "License Agreement"); and

WHEREAS, the License Agreement is slated to expire and both parties have determined that the Lease needs to be amended to extend the term of the License Agreement;

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the License Agreement is now modified as follows:

- I. Effective upon full execution of this Amendment, License Agreement Section 3, Duration, is hereby amended only to the extent that the number of additional terms of one (1) year each are increased from nine (9) to nineteen (19) additional terms of one (1) year each. All other terms in the Section remain unchanged.
- II. Each party agrees that the execution and delivery of this First Amendment by facsimile or electronic signature shall be legal and binding and shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or electronic signature as evidence of the execution.
- III. In all other respects the License Agreement is hereby ratified and affirmed without change.

*[SIGNATURES FOLLOW]*

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment as of the day and year first above written.

**LICENSOR:**

**USCOC of Greater Missouri, LLC**

By: Denise Lintz

Name: Denise Lintz

Title: Vice President

Date: 6/18/2021

**LICENSEE:**

**County of Boone, Missouri**

By: Daniel K. Atwill

Name: Daniel K. Atwill

Title: Presiding Commissioner

Date: 6. 3. 2021

<p align="center"><b>APPROVED AS TO LEGAL FORM</b></p> <p align="center"><i>[Signature]</i></p> <p>DATE: <u>5/25/21</u></p>
---

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

For June Pitchford 5/26/21  
Auditor Date

**ACKNOWLEDGEMENTS**

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Denise Lintz, Vice President of USCOC of Greater Missouri, LLC, a Delaware limited liability company, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Tower and Ground Space License Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said License Agreement as his free and voluntary act on behalf of the named Licensor, for the uses and purposes therein stated.

Given under my hand and seal this 18<sup>th</sup> day of June, 2021.



Ellen M Groh

Notary Public

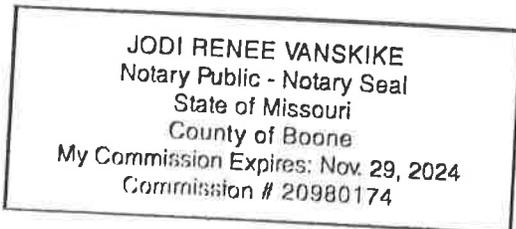
My commission expires 1/22/2021

STATE OF Missouri )

COUNTY OF Boone )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Daniel K. Atwell, Presid. Comm., of County of Boone, Missouri, a municipal corporation, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Tower and Ground Space License Agreement, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he signed the said License Agreement as his free and voluntary act on behalf of the named Licensee, for the uses and purposes therein stated.

Given under my hand and seal this 3<sup>rd</sup> day of June, 2021.



Jodi Renee Vanskike

Notary Public

My commission expires 11.29.2024

TOWER AND GROUND SPACE LICENSE AGREEMENT

This Tower and Ground Space License Agreement ("License Agreement") is made and entered into the 26th day of October, 2011, by and between USCOC Of Greater Missouri, LLC, a Delaware limited liability company, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 (hereinafter referred to as "Licensor") and City of Columbia, MO a municipal corporation, (hereinafter referred to as "Licensee").

WHEREAS, Licensor has a leasehold interest in certain real property located at 10901 E Hwy 22, Centralia, MO 65204, Boone County, at coordinates 39.2219 North, -92.1557 West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Licensee's antennas, cabling and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space"), collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Licensed Space", for Licensee's cellular common carrier mobile radio telephone base station.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the Tower Space with one (1) Andrew/ DB-224 type antenna, with one (1) run of 7/8" coax, at a radiation center height of three hundred seventy seven (377) feet above ground level, and one (1) Radio Waves 2' Microwave type antenna with one (1) run of 5/8" coax, at a radiation center height of one hundred and fifty (150) feet above ground level more particularly described in Exhibit B, oriented in such directions as shall be in accordance with Licensee's needs, subject to existing attached devices of other users;

(b) Occupy a 10' x 16' area of ground space adjacent to the Tower with Licensee's cellular common carrier mobile radio telephone base station transceiver and associated equipment upon a poured concrete foundation, as shown in attached Exhibit C. Licensee's cabinet, transmission lines, radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and

structures thereto, shall be collectively referred to as "Licensee's Equipment."

(c) Extend and connect lines for signal carriage and amplifier power between Licensee's antennas upon the Tower and Licensee's Equipment upon the ground;

(d) Extend and connect utility lines and related infrastructure between Licensee's Equipment and suitable utility company service connection points;

(e) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein; and

(f) Licensor's right of access to the Site is an easement granted in the underlying Prime Lease between Licensor and the owner of the Site. Licensee has read this underlying Prime Lease agreement and is satisfied with the easement rights Licensor is able to grant to Licensee. Licensor makes no representations regarding rights to access the Site.

2. Improvements and Purpose.

(a) Use. Licensee shall be permitted to use the Site and the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's Equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.

(b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used at the leased Site. Licensee shall not install any equipment or commence any work on the Tower or Site until Licensor approves, in writing, Licensee's site plan, plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not

approve Licensee's site plan, plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower or the Site.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the portion of the Tower structure for which Licensee has been granted a license and the portion of the Site for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's Equipment or other portions of the Tower or the Site.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the tower and the Site shall be performed on dates and at times and within time frames approved by Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this License Agreement shall be one (1) year, commencing on the earlier of installation or June 1, 2011 and expiring on May 31, 2012. Thereafter, provided that it has faithfully performed its obligations under this License Agreement, Licensee shall have the option to extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for nine (9) additional terms of one (1) year each. This License Agreement shall automatically renew unless Licensee shall notify Licensor, in writing, of Licensee's intention not to renew this License Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. License Fee. Licensee shall pay to Licensor as a License Fee pursuant to this License Agreement in the basic amount of two hundred and 00/100 Dollars (\$200.00) per month which amount shall be due on the first (1st) day of each month. Payments not received by the tenth day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (5%) per month until paid. Annually, on the first (1st) day of June, 2012 and every year thereafter for the duration of this License Agreement, the amount of the monthly License Fee which Licensee shall pay to Licensor shall be increased by an amount equal to three percent (3%) of the License Fee in effect during the previous year. Until further notice, checks should be made payable to USCOC Of Greater Missouri, LLC and mailed to c/o U. S. Cellular, P.O. Box 958814, St. Louis, MO 63195. Licensor's FEIN is 36-3623765.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations.

Licensors agree to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Site; provided, however, if Licensor's personal or real property taxes increase as a result of Licensee's Equipment or any improvements constructed by Licensee on the Site, Licensee shall be responsible for payment of the increase in Licensor's personal and real property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment or the Licensee's use of Licensee's Equipment on or about Tower or the Site.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this License Agreement provided that any alterations, modifications, repairs or replacements to Licensee's

Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Licensor for Licensor's written approval. Licensor shall have the right to approve the plans, specifications and contractor prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, all at Licensee's expense. Licensee shall have twenty-four (24) hour access for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower or Site has occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower or the Site.

9. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Licensee agrees not to allow any use of Licensee's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

11. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

12. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas ("Licensee's Equipment") at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity including the Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensor, within 30 days following receipt of an invoice from Licensor, for reasonable expenses or costs incurred by Licensor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment at the Site.

(d) Licensee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this License Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

15. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverage's shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$3,000,000 covering personal injury and property damage, completed operations, independent contractors and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding any provision to the contrary in this License Agreement, the terms and conditions of this provision shall control and Licensee represents and warrants that it shall strictly comply with all terms and conditions of this provision.

A. Licensee shall contract with a 3<sup>rd</sup> party or 3<sup>rd</sup> parties (hereinafter referred in the singular or plural, as "Licensee's Vendor", said 3<sup>rd</sup> party(ies) to be designated by Licensor or otherwise approved by Licensor), to install, remove, repair, replace, perform maintenance on, Licensee's Equipment located on the Site, Tower or Premises. Licensee represents and warrants to Licensor that Licensee's Vendor shall fully comply with any and requirements contained in the Agreement, including this provision, apply to Licensee's Vendor.

B. Licensee shall not install, remove, repair, replace, and perform maintenance on, any of Licensee's Equipment located on the Site, Tower or Premises. Wherever it is expressly stated or contemplated in the License Agreement that Licensee will be performing any activities pertaining to installing, removing, repairing, replacing, performing maintenance

on, any of Licensee's Equipment located on the Site, Tower or Premises, said activities shall be conducted only by Licensee's Vendor and not by Licensee.

C. Insurance. Prior to performing any work on the Site, Tower or Premises, and for the duration of the License Agreement, Licensee shall ensure that Licensee's Vendor shall have adequate insurance at all times at Licensee's expense (or Licensee Vendor's expense) which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$5,000,000 covering personal injury and property damage, completed operations, Licensee Vendor's independent licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee's Vendor hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee's Vendor shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Licensee's Vendor nor any employee, contractor, subcontractor or agent of Licensee's Vendor shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

D. In the event that Licensor determines, in Licensor's absolute and sole discretion, that Licensee or Licensee's Vendor has failed to comply with this provision, Licensor may, in addition to Licensor's rights regarding Licensee default found paragraph 219 of the Agreement, as well as such rights as may be available to Licensor in equity and in law, immediately terminate the Agreement and remove from the Tower, Site and Premises, at Licensee's expense, Licensee's Equipment.

16. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall be assignable by Licensee, without the necessity of obtaining Licensor's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Licensee, provided, however, no such assignment shall relieve Licensee of any obligation under this License Agreement and Licensee and any assignee shall be jointly and severally liable under this License Agreement. Any other assignment of this License Agreement by Licensee shall require Licensor's prior written consent.

18. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

19. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this License Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this License Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this License Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this License Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of the License Fee or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition

to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement without further obligation under this License Agreement other than the removal of Licensee's Equipment.

21. Termination.

(a) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this License Agreement without penalty upon 180 day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements at their original cost and assume Licensor's obligations at the Site. THIS 180 DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE SITE.

(b) Licensee shall have the right to terminate this License Agreement at any time upon thirty days prior written notice by Licensee.

22. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay the License Fee while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

23. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to

terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

24. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

25. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

26. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

28. Modifications. This License Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

29. Severability. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

30. Authority. The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

31. Environmental.

(a) Definitions. For purposes of this License Agreement, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this License Agreement, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Licensee. Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold Licensor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Lease Premises if caused solely by Licensee or persons acting under the direction and control of Licensee. Licensee shall execute such affidavits, representations and the like from time to time as Licensor may reasonably request concerning Licensee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

(c) Licensor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensor shall indemnify and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Licensee or person acting under the direction and control of Licensee. Licensor shall execute such affidavits, representations and the like from time to time as Licensee may reasonably request concerning Licensor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this License Agreement, the provisions of this Section will survive the expiration or termination of this License Agreement and either party shall have the right to summarily terminate this License Agreement, without giving notice required under this License Agreement, in the event of default of the other under this Section.

32. Relationship of Agreement to the Prime Lease. The parties acknowledge that

Licensor's interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Licensee understands and agrees that this License Agreement is subject to and subordinate to the provisions of the Prime Lease. Licensor and Licensee acknowledge and agree that in the event Licensor's rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this License Agreement shall terminate upon the effective termination date of said Prime Lease. In the event of any conflict in or between the terms and conditions of this License Agreement and the Prime Lease, the parties agree that the terms, provisions and conditions of the Prime Lease shall control. Licensor and Licensee each covenants to comply with the terms and provisions of said Prime Lease and to take such steps as shall be necessary to prevent its actions or those of its employees, agents or contractors from resulting in a breach of said Prime Lease.

33. Applicable law. This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

34. Notices. Any notice, request or demand required or permitted to be given pursuant to this License Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight deliver service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LICENSOR: USCOC of Greater Missouri, LLC  
Attention: Real Estate Department  
8410 West Bryn Mawr Avenue  
Suite 700  
Chicago, Illinois 60631

LICENSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

35. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

36. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this License Agreement.

37. Notice To Proceed With Construction. Licensee agrees to comply with Licensor's Notice to Proceed With Construction (hereinafter "NTP") process which may include, but is not limited to, the payment of any and all required fees to obtain a third party inspection of Licensee's installation prior to the installation of Licensee's Equipment at the Site.

38. Other. The submission of this License Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

**END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto bind themselves to this Tower and Ground Space Lease Agreement as of the day and year first above written

**LICENSEE**

**CITY OF COLUMBIA, MISSOURI**

By:   
Mike Matthes, City Manager

ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

CERTIFICATION:

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 116-3510-517.45-90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
John Blattel, Director of Finance

**LICENSOR**

**USCOC OF GREATER MISSOURI, LLC**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

By: 

Printed: Thomas S Weber

Title: Vice President

**ACKNOWLEDGEMENTS**

STATE OF Missouri )  
 )  
COUNTY OF Boone )

I, the undersigned, a Notary Public in and for the State of Missouri, hereby certify that [name] Mike Mathnes, [title] City Manager of the city of Columbia ~~County~~, known to me to be the same person who signed the foregoing "Tower and Ground Space License Agreement," personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act on behalf of said corporation for the uses and purposes therein stated.

Witness my hand and official seal the 6 day of Oct, 2011.



CAROL A. RHODES  
My Commission Expires  
June 1, 2012  
Boone County  
Commission #08497081

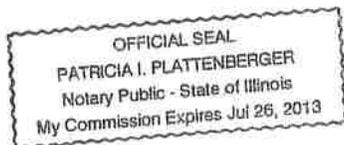
Carol A. Rhodes

Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that Thomas S Weber, Vice President of USCOC Of Greater Missouri, LLC, known to me to be the same person who signed the foregoing "Tower and Ground Space License Agreement," personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act of said corporation, for the uses and purposes therein stated.

Witness my hand and official seal the 20<sup>th</sup> day of October, 2011.



Patricia I. Plattenberger

Notary Public

EXHIBIT A

Legal Description

Attached Hereto and Incorporated Herein

A tract of land in the south half of the northwest quarter of section 9, township 51 north, range 11 west, Boone County Missouri; described as follows:

Starting at the northwest corner of 9-51-11; Thence with the west line of 9-51-11, S0-56-45"E, 1320.0 feet to the northwest corner of the south half of the northwest quarter; Thence with the north line of the south half of the northwest quarter, N88-42'E, 1183.6 feet; Thence continuing N88-42'E, 802.0 feet; Thence S1-00'-45"E, 835.0 feet; Thence S88-42'W, 802.0 feet; Thence N1-00'-45"W, 835.0 feet to the Point of Beginning and containing 15.37 acres.



STATE OF MISSOURI )  
COUNTY OF BOONE ) SS.

Document No. 15950

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 2nd day of August, 2000 at 10 o'clock and 07:00 minutes AM and is truly recorded in Book 1643 Page 71.

Witness my hand and official seal on the day and year aforesaid.

HESTIE JOHNSON, RECORDER OF DEEDS

By Vicki Gilpin deputy

EXHIBIT B

U S Cellular Tower Co-Location Application Form

Attached Hereto and Incorporated Herein

## US Cellular

### Tower Co-Location Application Form

Applicant: <u>City of Columbia, MO</u>		USCC Site Name: <u>350324</u>
RF Engineering Contact: <u>David O. Dunford</u>		USCC Site Number: <u>Centralia</u>
Contact's Phone #: <u>813-208-9561</u>		Market Name: _____
Applicant Site Name: <u>CEN</u>		
Applicant Site Number: <u>FCC 1211635</u>		
Latitude (Nad 83): <u>39-13-18.9 N</u>	Ground Elev. (in feet): <u>859'</u>	
Longitude (Nad 83): <u>092-09-20.4 W</u>	Tower Height (in feet): <u>Nom 400'</u>	
Existing Structure Type: <u>Guyed Tower</u>		
<b>Antenna Configuration</b>		
** Note: If site request is for omni configuration, complete Sector 1 only.		
	<b>Sector 1</b>	<b>Sector 2</b>
<b>Desired Rad Center (Feet AGL)</b>	377	
<b>Antenna Quantity</b>	1	
<b>Antenna Manufacturer</b>	Andrew/DB Products	
<b>Antenna Model (Please attach ant. pattern)</b>	DB-224	
<b>Weight (per antenna)</b>	38 pounds	
<b>Antenna Height</b>	23' whip mast	
<b>Antenna Gain (dB)</b>	Nominal 6 db	
<b>Antenna Azimuth</b>	OMNI	
<b>Mechanical Tilt</b>	0 Tilt	
<p>Modulation Type (ie CDMA, TDMA, FM, etc) <u>FM/Receive Only</u></p> <p>Transmit Frequencies (all) <u>N/A Receive Only Site</u></p> <p>Receive Frequencies (all) <u>150-160 MHz</u></p> <p>Total Number of Coax Runs for all Sectors: <u>One (1)</u></p> <p style="padding-left: 40px;">Coax Diameter: <u>7/8"</u></p> <p style="padding-left: 40px;">Weight of Coax per Run: <u>Nominal 110 pounds</u></p> <p style="padding-left: 40px;">Manufacturer of Coax: <u>Andrew LDF5-80A</u></p> <p>Total Number of Channels Desired for Site: <u>Receive Only</u></p> <p>Desired ERP (watts/channel): <u>Receive Only</u></p> <p style="text-align: center;">Existing antennas will be taken down and will be replaced with proposed. <span style="float: right;">New Tenant</span></p>		
<p><b>Antennas (microwave)</b></p> <p>** Note: If Microwave dish is of grid type, please specify under Diameter.</p> <p>Desired Radiation Center <u>150</u> (Feet AGL): <u>150</u></p> <p>Antenna Quantity <u>One (1)</u></p> <p>Antenna Manufacturer: <u>RadioWaves</u></p> <p>Diameter: <u>2'</u></p> <p>Number of Runs of Coax: <u>One (1)</u></p> <p>Coaxial/Waveguide Diameter: <u>5/8"</u></p> <p>Weight of Coax per Run: <u>Nominal 35 pounds</u></p> <p>Manufacturer of Coax: <u>Andrew LDF4.5-50A</u></p> <p>Transmit Frequency: <u>5.8 GHz</u></p> <p>Receive Frequency: <u>5.8 GHz</u></p> <p>Modulation Type: _____</p> <p>Channel Band Width: _____</p>		<p><b>Cellular Radio Equipment</b></p> <p>Manufacturer: _____</p> <p>Model: _____</p> <p><b>Microwave Radio Equipment</b></p> <p>Manufacturer: <u>Adtran Tracer Series</u></p> <p>Model: <u>Nom +24dbm output</u></p> <p><b>Shelter Information</b></p> <p>Concrete Slab Dimensions: <u>10' x 16'</u></p> <p>Power Requirements: <u>120/240 1 Phase 100Amp</u></p> <p>Shelter Manufacturer: <u>Bill-Rite, Ashland, MO</u></p> <p>Shelter Dimensions: <u>10' x 16'</u></p>

Approval: To be completed by USCC only.

Real Estate: \_\_\_\_\_  
 RF Engineer: \_\_\_\_\_  
 PM: \_\_\_\_\_  
 NOM: \_\_\_\_\_  
 DONO: \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

Date: 7/8/2010

Site Name: Sheet2Centralia, MO

Coloc

Latitude: 39-13-18.8 N

ator: City of Columbia, MO

Longitude: 092-09-20.4 W

**Land Mobile**

Ant Number	Freq (MHz)	Trans. Power(W)	Trans. Count	Coax		Other Loss (dB)	Antenna Mfg.	Antenna Model	Tower Standoff(ft)	Height(ft)		Antenna Length (ft)	Antenna Gain(dB)	Sector BWidth; Azimuth
				Length (ft)	Coax Type					Rad Center	Rad Length			
1	150-160MHz	N/A	N/A	450.0	7/8LDF	3.5db	Declbal	DB-224A	1.5	377.0	23.0	8.0	Omni	
2														
3														
4														
5														
6														
7														
8														
9														

**Microwave**

Ant Number	Freq (MHz)	Trans. Power(W)	Trans. Count	Coax		Other Loss (dB)	Antenna Mfg.	Antenna Model	Tower Standoff(ft)	Height(ft)		Antenna Length (ft)	Antenna Gain(dB)	3dB BWidth; Azimuth
				Length (ft)	Coax Type					Rad Center	Rad Length			
Example> 1	5800.0	2.0	0.3	1.0	175.0	5/8LDF	3.0	Raytheon	DEC649	5.0	150'	132.0	4.0	31.2 4.2; 224
2														
3														

**Notes:**

- |                    |   |                   |   |
|--------------------|---|-------------------|---|
| 1. Freq.(MHz).     | The maximum transmitting frequency.                 | 8. Tower Standoff | The distance from the vertical axis of the antenna to the nearest tower surface.                  |
| 2. Trans. Power.   | The maximum transmitting power of 1 radio in Watts. | 9. Rad Center     | The distance in feet from the base of the tower to the bottom of the antennas radiating aperture. |
| 3. Trans. Count    | The number of radios on this antenna.               |                   |   |
| 4. Coax Length(ft) | The linear feet of cable from the radio to antenna. |                   |   |
| 5. Coax Type.      | The size and type of coaxial cable used.            |                   |   |
| 6. Other loss.     | Loss occurring from sources other than the cable.   |                   |   |
| 7. Antenna Mfg.    | The manufacturer of the antenna.                    |                   |   |

EXHIBIT C

Site Plan

Attached Hereto and Incorporated Herein